

**AMENDED INTERLOCAL AGREEMENT BETWEEN THE PORT OF
SEATTLE AND THE PUGET SOUND CLEAN AIR AGENCY FOR A
DRAYAGE TRUCK REPLACEMENT PROGRAM**

This amended Interlocal Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation under the laws of the State of Washington, and the **Port of Seattle** (hereinafter referred to as "Port"), a Washington municipal corporation, located at Pier 69, 2711 Alaskan Way, Seattle, WA 98111.

WHEREAS, the Port of Seattle and the Board of Directors of the Puget Sound Clean Air Agency deem it desirable to amend the original interlocal agreement No. 2014-052 dated January 2, 2014, to incorporate additional funding and to reflect mutually agreeable schedule changes; and

WHEREAS, the U.S. Environmental Protection Agency's (EPA's) Diesel Emissions Reduction Act (DERA) grant program awarded the Port \$1,200,000 to replace forty drayage trucks serving the Port; and

WHEREAS, the DERA grant to replace forty trucks is consistent with the goals of the Scrappage and Replacement for Air in Puget Sound ("ScRAPs 2") program currently funded by grants awarded to the Port under the U.S. Department of Transportation's Congestion Management and Air Quality (CMAQ) Program through the Washington State Department of Transportation (WSDOT) and by the Washington State Department of Ecology's (Ecology) Clean Diesel Program, as well as by matching funds provided by the Port; and

WHEREAS, the Port has agreed to provide additional funding to administer the EPA-funded portion on the ScRAPs 2 Program; and

WHEREAS, the forty EPA-funded truck replacements and corresponding administrative costs will be tracked separately from those funded by the non-EPA grants from WSDOT and Ecology; and

NOW, THEREFORE, the Agency and the Port mutually agree as follows:

A. Agreement No. 2014-052 is hereby amended as follows:

I. Section 1, "Purpose and Scope of this Agreement," is replaced with the following:

1. Purpose and Scope of this Agreement.

- A. The purpose of this agreement is to replace 220 or more older, pre-2007 engine-year drayage trucks that serve the Port's marine terminals with trucks that have newer engines and/or EPA-verified or California Air Resources Board (CARB)-verified emissions reduction upgrades. The resulting trucks will meet (or achieve equivalency with) either the EPA's 2007 or 2010 engine standards for heavy-duty diesel highway vehicles, depending upon which grant program funds each replacement truck. Truck owners will be able to participate in one of two grant programs, as describe below.
- B. Funding for this work is provided by the Port; an Ecology grant (Clean Diesel Grant No. G1400386, dated December 18, 2013, and amended August 13, 2014) to the Port, included as Attachment A and A-1, respectively, and incorporated herein by reference; a WSDOT Agreement (Local Agency Agreement LA-8219, dated August 2, 2013) with the Port, included as Attachment B and incorporated herein by reference; and an EPA DERA Grant (No. DE – 83561401, dated March 31, 2014) to the Port, included as Attachment D and incorporated herein by reference.
- C. Throughout this Agreement, the EPA-funded grant will be referred to as the "EPA grant program" and the grants funded by WSDOT and Ecology will be referred to as the "non-EPA grant program." Collectively, these separate grant programs are referred to as the "ScRAPs 2 program."
- D. Each grant program will provide financial incentives to replace or upgrade trucks. If the Agency identifies a suitable retrofit or upgrade kit that will enable an existing truck to meet the EPA's 2007 engine standards, then truck owners participating in the non-EPA grant program will be offered financial incentives to have such a kit installed, instead of replacing the truck. All trucks with pre-2007 model-year engines being replaced under the ScRAPs 2 program will be scrapped and all replacement trucks will meet the program requirements of the grant that funds the replacement.

II. Section 2, "Duties of the Agency," is replaced with the following:

2. Duties of Agency

A. Develop Program Work Plan

- 1) Develop, in collaboration with the Port, a detailed program work plan to include, but not be limited to, a description of the following tasks for the non-EPA grant program:
 - a. Open and operate a truck outreach center for potential applicants at or near a Port-owned marine terminal, to be in place by May 27, 2014, and to operate through September 30, 2015. If funds available from all grant programs are exhausted prior to September 30, 2015, the Port and the Agency will end the ScRAPs 2 Program earlier by mutual agreement. The Agency will operate the outreach center consistent with the work plan.
 - b. Process applications from truck owners for financial assistance per Port-provided guidelines.
 - c. Assess suitability of trucks with pre-2007 model year engines that are proposed to be scrapped or retrofitted, to verify program eligibility.
 - d. Assess suitability of proposed replacement trucks having a 2007 model year engine or retrofits achieving equivalency to EPA 2007 engine standards, to verify program eligibility.
 - e. Coordinate scrapping and associated documentation for trucks being scrapped and replaced.
 - f. Process ScRAPs II scrapping/upgrading incentive payouts.
 - g. Track emission reductions associated with each truck replacement/upgrade.
 - h. Maintain up-to-date records and report on the above actions.

Deliverable date for initial work plan: January 31, 2014.

- 2) Update the work plan to incorporate the EPA grant program. These updates will include but not be limited to, a description of the following tasks:
 - a. Operate the EPA grant program concurrently with the non-EPA grant programs as one unified ScRAPs 2 program. Provide details on the unique requirements of both the EPA grant program and the non-EPA grant program and how these programs will be administered concurrently.
 - b. Describe how the agency will track the EPA grant program vouchers and the corresponding administrative costs and truck scrap income separately

from the non-EPA grant program vouchers and corresponding administrative costs and truck scrap income.

Deliverable date for initial work plan update: October 3, 2014.

B. Create and Provide Contracts, Forms, and Other Relevant Documents as Needed

- 1) Allow the Port an opportunity to review any new forms, contracts RFPs, or promotional materials no less than 3 days before issuing them.
- 2) Send a copy of all contracts, form templates, and other relevant documents to the Port.

C. Select Partner Truck Dealers, Truck Retrofitters, and Truck Scrapping Service Providers

- 1) Identify and contract with truck scrapping service providers and truck retrofitters via a competitive process that meets procurement requirements of the applicable federal and state grants. Deliverable date: June 6, 2014.
- 2) Identify and contract with truck dealers via a competitive process that meets requirements of the applicable federal and state grants. All agreements with the dealers must state that all dealers agree to honor ScRAPs 2 vouchers issued by the Agency that are redeemable as individual incentive payouts for specific, pre-approved trucks and specific, pre-approved truck owners. Deliverable date: May 7, 2014.
- 3) Pursue new contractors via a competitive process and amend existing contracts with truck dealers to incorporate any requirements from the EPA grant program. All new agreements with the dealers must state that all dealers agree to honor ScRAPs 2 vouchers issued by the Agency that are redeemable as individual incentive payouts for specific, pre-approved trucks and specific, pre-approved truck owners. Deliverable date: October 24, 2014.

D. Assist the Port in Determining Program Eligibility Criteria

Review the draft program eligibility criteria developed by the Port and provide comments on the draft. Deliverable date: February 28, 2014, for the non-EPA grant program; within two weeks after Port provides draft for the EPA grant program.

E. Assist with Outreach to Truck Owners

Assist the Port in conducting an outreach campaign to truck owners that will promote the ScRAPs 2 program. This includes assisting in planning and delivering information to truck owners at a minimum of five events. Obtain approval from the Port prior to initiating additional outreach activities or promotional materials. Deliverable date: August 30, 2015.

F. Make Equivalency Determinations

As part of the WSDOT and Ecology grant programs, the Agency will prepare and submit to the Port analyses of truck technologies/upgrades that would achieve equivalency to the 2007 EPA emission standards for heavy-duty diesel truck engines. These equivalency determinations will: address the fuel and retrofit actions necessary to meet these standards; provide the ScRAPs 2 program with criteria to determine if a fuel/technology is eligible for an incentive payment under the ScRAPs 2 program; and include an estimated per unit cost of upgrade and recommended incentive level. The Port will make the final determination on the level of incentive provided to participating truck owners for truck replacements, truck upgrade kits and retrofit kits. Deliverable date: Initial determination on March 15, 2014, and updated by the Agency as new relevant information becomes available.

G. Launch and Operate Truck Center

- 1) Open the truck center to the drayage truck community and accept and process truck replacement or upgrade authorization requests. Deliverable date: May 27, 2014, to September 30, 2015. If funds available are exhausted prior to August 31, 2015, the Port and the Agency will end the ScRAPs 2 program earlier by mutual agreement.
- 2) Complete all incentive processing for approved truck replacements, upgrade kits and retrofit kits. Deliverable Dates:
 - a. May 31, 2015, for the non-EPA grant program;.
 - b. September 30, 2015, for the EPA grant program.

H. Maintain separate records for the EPA grant program and the non-EPA grant programs

- 1) Keep separate records for each of the two groups of grant participants. The Agency will identify each truck replacement as either being part of the non-EPA grant program or the EPA grant program. The records that will be kept separate include but are not limited to application forms, vouchers, and scrapping reimbursements.
- 2) Submit invoices itemized as specified in Section 5 of this Agreement for each of the two grant programs. The agency will submit with each invoice the required documentation for each truck voucher and the corresponding administrative costs incurred under each program.

I. Conduct Recordkeeping and Reporting

- 1) Develop and implement an auditable system meeting federal and state grant requirements to document truck evaluation, scrapping, replacement, and upgrade

processes, including cash flow, lien and insurance search procedures and scrap yard coordination. Deliverable dates:

- a. March 31, 2014, for the non-EPA grant program;
 - b. October 10, 2014, for the EPA grant program.
- 2) Provide information to the Port to meet the requirements of the WSDOT, Ecology and EPA grants (see Attachments A, A-1, B, and D). Submit a monthly project report and invoice for each program, including the number of trucks upgraded or replaced, the reimbursable costs for each truck, program income due to scrapping replaced trucks and emission calculations showing the annual reduction attributable to each upgraded or replaced truck.

Deliverable dates: Monthly, throughout the term of the agreement.

- 3) Cooperate with routine Port-led audits and budget reconciliation as required.
- 4) Submit final project reports summarizing results of programs and project costs. Verify all files are complete. Deliverable dates:
- a. June 30, 2015, for the non-EPA grant program;
 - b. October 31, 2015, for the EPA grant program.

III. Section 3, "Duties of the Port," is replaced with the following:

3. Duties of the Port

A. Approve Invoice Package

- 1) The Port will work with the Agency to develop a sample invoice documentation package for voucher reimbursement requests.

Deliverable Date: Prior to the first voucher invoice.

- 2) The Port's Project Manager will sign off on the final sample invoice documentation package.

Deliverable Date: Prior to the first voucher invoice.

B. Make Payments

The Port will make payments to the Agency as set forth in Section 5 of this agreement.

C. Manage and Administer Grants

Manage and administer WSDOT, Ecology, and EPA grants, including auditing Agency performance under this agreement, processing reimbursements, and submitting reports to these organizations.

D. Ensure Billing Requirements Are Vetted and Approved

Ensure that any changes to the itemized billing requirements described in Section 5 have been vetted and approved in writing by the finance departments of all funding sources in the ScRAPs 2 program prior to requiring the Agency to implement those changes.

E. Review and Approve Work Plans

Review and approve the Agency's draft work plans within one week of receipt.

Deliverable date first draft: February 15, 2014.

Deliverable date for updated draft: October 10, 2014.

F. Provide Comments on Documents

Provide comments on any documents that the Port has requested to review.

Deliverable date: Within 3 days of receiving the draft document.

G. Provide Truck Owner Eligibility Criteria

Provide the Agency with final truck owner eligibility criteria for participation in the ScRAPs 2 Program. Deliverable date: April 30, 2014.

H. Provide Program Review

Perform regular on-site and ScRAPs 2 program review of the drayage truck outreach center to ensure compliance with grant requirements.

I. Lead Outreach and Marketing Efforts

Lead an outreach and marketing effort to engage candidate drayage truckers in the ScRAPs 2 Program. Deliverable date: August 31, 2015.

J. Provide the Agency with a Truck Outreach Center

Provide the Agency with office space, office furniture and equipment, and all utilities and services to serve as a drayage truck outreach center at the Port of Seattle Terminal 5 warehouse office space ("Port Property"), or at a location as designated by the Port. The Port will reimburse the Agency for office space, office furniture and equipment, and all utilities and services if not provided by the Port after providing 5 business days' prior written notice to the Port of its intent to acquire the items. The Agency will execute a separate agreement for the use of Port property. The terms and conditions to use Port Property are set forth in the License Agreement attached hereto as Attachment C.

IV. Section 4, "Highlighted Grant Requirements," is replaced with the following:

4. **Highlighted Grant Requirements.** Compliance with the requirements of the Ecology grant (Clean Diesel Grant No. G1400386, dated December 18, 2013, and amended August 13, 2014), the WSDOT Agreement (Local Agency Agreement LA-8219, dated August 2, 2013) and the EPA grant (Diesel Emission Reduction Act Grant No. DE – 83561401), all of which are included as Attachments (A, A-1, B, & D), is required by the Port and the Agency. The Port, as recipient of the grants, has the responsibility to the granting agencies for adhering to the grants' conditions. The Agency acknowledges the grants' conditions and agrees to carry out its obligations under this Agreement in accordance with those conditions. The Agency agrees to obtain approval from the Port prior to accruing expenses for overtime compensation or overtime differential under either the non-EPA grant program or the EPA grant program.

V. Section 5, "Compensation," is replaced with the following:

5. **Compensation.** The total amount paid by the Port for satisfactory performance of the work under this Agreement shall not exceed five million, six hundred thirty-six thousand dollars (\$5,636,000). Up to four million, eight hundred sixty thousand dollars (\$4,860,000) will be to provide financial incentives to the truck owners; up to seven hundred seventy-six thousand dollars (\$776,000) dollars are to cover the Agency's administrative costs, and will be paid on a time and expense basis. The estimated costs to administer the EPA and non-EPA grant programs are described in Attachment E, which is hereby incorporated by reference. The Port and the Agency may mutually agree to modifications to the cost breakdown and hourly rates shown in Attachment E, provided the total for administrative costs under the EPA grant program does not exceed one hundred eighty-seven thousand dollars (\$187,000) and the total for the combined EPA- and non-EPA grant administrative cost does not exceed seven hundred seventy six thousand dollars (\$776,000).

A. To ensure that the Port has all of the required information for each of the grants, the Agency will itemize its invoices by the following categories.

- 1) Truck center costs and supplies (supporting documentation: receipts)
- 2) Vouchers for replacements funded by non-EPA (WSDOT and Ecology) grants (supporting documentation: vouchers)
- 3) Vouchers for replacements funded by the EPA grant (supporting documentation: vouchers)
- 4) Hourly administrative costs related to the non-EPA (WSDOT/Ecology) grants (supporting documentation: timesheets and hourly rate schedules)

- 5) Hourly administrative costs related to the EPA grant (supporting documentation: timesheets and hourly rate schedules)
- B. To ensure that the Agency has all of the required information for any audits related to this project, the Port will provide details with each payment showing what portion of each payment that is attributed to the funding sources described in the table below. If mutually agreeable, the Port may provide the Agency with a blanket statement indicating the percentage allocation for all payments by invoice type.

Administrative Costs	Voucher Costs
Washington Department of Ecology	Washington Department of Ecology
Washington Department of Transportation CMAQ funding	Washington Department of Transportation CMAQ funding
The Port's CMAQ Match	The Port's CMAQ Match
The Port's DERA Match	U.S. Environmental Protection Agency DERA funding

- C. Program income from scrapping trucks that have been replaced under each grant program (EPA or non-EPA) will be put back into the corresponding grant program to increase the amount available for incentives under that grant program. At the end of the ScRAPs 2 program, any remaining scrapping income that is insufficient to allow another complete replacement incentive shall be handled as follows:
- 1) For the non-EPA grant program, any remaining scrapping income that is insufficient to allow another complete replacement incentive will be used to offset the Agency's administrative costs in that billing period,
 - 2) For the EPA grant program any remaining scrapping income that is insufficient to allow another complete replacement incentive will be remitted to the Port for submittal to EPA.
- D. The Agency will submit invoices for administration expenses for each grant program to the Port monthly and for voucher expenses for each grant program twice monthly using a template approved by the Port. The Agency will also submit a monthly written report describing the progress made on each task that the Agency is administering under Section 2 of this Agreement, for reimbursement for work performed during the preceding month. Invoices will list the name of the person(s) who performed the work; the actual wages and benefits per hour for the persons(s) who provided the services; and the specific number of hours spent

within a given billing period (monthly). Indirect charges shall utilize the Agency's federally approved indirect rate, which shall be applied to direct wages and benefits. Direct expense shall be supported by actual receipts. All labor and expense submitted to the Port for reimbursement shall comply with the conditions specific to the grants. The Agency shall submit invoices to the Port's Project Manager listed in Section 7. The Port will send its payments within fifteen (15) business days of receipt of the Agency's invoice to the Puget Sound Clean Air Agency, attention Finance Department, 1904 3rd Ave., Suite 105, Seattle, WA 98101.

VI. Section 6, "Communications," is replaced with the following:

- 6. Communications.** The following persons shall be the contact person for all communications regarding the performance of this Agreement.

The Agency Project Manager is:	The Port of Seattle Project Manager is:
Kathy Boucher ScRAPs Program Manager Puget Sound Clean Air Agency 1904 3 rd Ave., Suite 105 Seattle, WA 98101 206-932-0317 kathyb@pscleanair.org	Janice Gedlund Seaport Air Quality Program Manager Port of Seattle P.O. Box 1209 Seattle, WA 98111-1209 206-787-7924 gedlund.j@portseattle.org

VII. Section 7, "Term," is replaced with the following:

- 7. Term.** The effective date of this Agreement is December 31, 2013. The termination date of this Agreement is December 31, 2015.

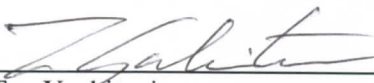
B. All other terms and conditions of original Interlocal Agreement No. 2014-052 remain in full force and effect.

IN WITNESS HEREOF, the Agency and the Port have executed this amended Interlocal Agreement No. 2014-052-1 as to the date first above written.

PUGET SOUND CLEAN AIR AGENCY

PORT OF SEATTLE

By: 
Paul Roberts
Board of Directors, Chair

By: 
Tay Yoshitani
Chief Executive Officer

Date: 10/8/14


Date: 9/25/14

Attest:


By: 
Craig T. Kenworthy
Executive Director

Date: 9/29/14

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 9/26/14

By: 
Tom Tanaka
Senior Port Counsel

Date: 9/24/14